

This end-user licence agreement is a legally binding contract between yourself or (if you represent a legal entity) a legal entity, and Our Polite Society Type (OPS Type) for the use of font software associated with this agreement.

Upon payment of a licence, you become a licenced user *not* an owner of the font software. Purchased fonts remain, in whole, copyright to OPS Type.

1. Licence agreement subject

- 1.1 This licence is in no way a contract for the sale of OPS Type software or its part. OPS Type font software always remains under the intellectual and proprietorial ownership of OPS Type. Besides the right of the user to use OPS Type software, granted by this licence, all other rights such as the name of the OPS Type font software, current trade-marks, and business names, remain the property of OPS Type. The structure, organisation of, and the software code of OPS Type remain a trade secret and you agree to treat them as such.
- 1.2 All copyrights, trademarks and other rights belong to OPS Type exclusively.
- 1.3 By purchasing, installing and using OPS Type font software, the user (or by proxy his or her employer) agrees to adhere to the conditions set out by this contract. This contract specifies a general agreement between the user and OPS Type. Should the user not agree with these conditions, he or she must not install or use the OPS Type font software.
- 1.4 This non-exclusive licence allows for installation of OPS Type font software, and allows the font software to be used in desktop publishing (DTP) software for the production of printed matter. The font software may not be embedded or uploaded to an online, app, or e-book environment. For web, app and e-book licences see article 1.5, article 1.6, article 8, and article 9.
- 1.5 If you are working on a website or online environment on a desktop computer, you must purchase a desktop licence for use within design programs on your computer and a self-hosting web font licence for embedding in an online environment. External freelancers or agencies/companies/affiliates must purchase their own desktop licences. See further under article 8.
- 1.6 Use in apps & e-books: Embedding of fonts in native apps, web apps, hybrid apps or e-books requires a licence extension. Licences are limited to download/installation figures. See further under article 9.
- 1.7 Broadcasting via cinema, television or any public performance requires a broadcasting licence. Contact us in case you want to purchase such a licence.
- 1.8 Use in logos, wordmarks, trademarks, brands, etc.: Use of OPS Type font software – in whole, in parts, or by way of modification – for the purpose of creating a logo device or brand mark requires an additional licence for the public exploitation of such a brand mark, prior to its dissemination.
- 1.9 Use in political campaigns: Use for political campaigns and messages (slogans, logos, claims) or any public use by political parties or organisations requires a prior written agreement by OPS Type. The absence of a reply is equivalent to a refusal of the request. OPS Type is not bound to give reasons for a possible refusal. Non-compliance is treated as breach (see article 6.1).

2. OPS Type font software installation

- 2.1 The basic licence allows the user to install and use the OPS Type font software on three (3) computers in one (1) geographic location only. These computers may be connected and OPS Type font software may be used for any number of outputs, but the font software may, for the purpose of permanent font setting in an output device, be placed into the memory (hard drive or RAM) of one (1) output device only. Should the user wish to place the OPS Type font software on more than one output device, or install the OPS Type font software on more than three computers, the user must purchase additional licences. The user must ensure that the installed OPS Type font software is sufficiently protected against any means of unauthorised access from computer memory or against any other unauthorised use. The user may use fonts only in workstations (computers) and output devices (which may be laser or ink printers, or exposure units) which belong to the user.

- 2.2 The provided font software is configured for use in networks. The user may install the font software on one segment of a server for use on one local network for the purpose of one or other (but not both) of the following:
- permanent installation on a hard disk or other memory device of a maximum of three (3) computers and one output device (basic licence)
 - use of the software over a network, under the circumstances that the software is not used on more than three (3) computers and one output device (basic licence)
- 2.3 Use of the OPS Type font software on more than three (3) computers or one (1) output device is permitted only under the condition that the user has purchased the appropriate expanded licence.

3. Copying and transfer of licence

- 3.1 The user may create one (1) copy of the OPS Type font software for archive or backup purposes. It is mandatory to also copy any ownership rights and trademarks of the OPS Type font software and mark this copy with the same characteristics containing all ownership and copyright rights or trademarks of the original OPS Type media.
- 3.2 A copy of a font and a backup archive of the OPS Type font software may be placed in a cloud application, local desktop, notebook or mobile device, or a workplace server only under the circumstances that the user is the only owner of the backup, or that he has delegated the duty to maintain this backup to one person. The backup may not be maintained by more than one (1) user.
- 3.3 Unless stated otherwise, you may not copy, distribute or otherwise bestow fonts to third parties for their, or other, uses of the OPS Type font software.
- 3.4 You may transfer all your rights of use of fonts to another physical or legal entity, under the conditions that the acquiring party accepts and agrees to the licence conditions and to the transfer of all obligations obligations to OPS Type set out in this contract. The original user agrees to destroy all of his or her own copies of fonts and documentation including archive copies, and also agrees that he or she will not distribute or disseminate some or all parts of fonts online or by any other means.

4. Ownership and manipulation

- 4.1 The user acknowledges the fact that OPS Type font software is the intellectual property of OPS Type. OPS Type font software and all of its components are protected by ownership laws and remain the property of OPS Type. The licence user must not modify or remove the name of the OPS Type font software, signature of the author, ownership right and trademark present in all files.
- 4.2 The licence user may convert and install the OPS Type font software in other formats for use by other means only under the following circumstances:
- the computer that OPS Type font software will be installed or used on will be considered as one of the permitted number of computers
 - the use of the converted OPS Type font software must be in accordance with the conditions of this licence agreement
 - the converted OPS Type font software may be used only for the licence holder's internal needs and must not be in any way distributed or transferred.
- 4.3 Imitating or giving consent to imitating OPS Type font software or its components, or fonts similar to those of OPS Type font software, or its components, is prohibited.
- 4.4 Embedding OPS Type font software into electronic documents or internet pages is permitted only in secure, read-only mode. The OPS Type font software licence user must ensure that the recipients of electronic documents or web pages are not be able to extract OPS Type font software from these documents, or use the embedded OPS Type font software for adapting or creating new documents.
- 4.5 Making OPS Type font software freely accessible and freely downloadable over the internet through any means is prohibited.

5. Guarantee and liability

- 5.1 OPS Type guarantees that OPS Type font software will work according to technical specifications for ninety (90) days after receipt. Should any fault to OPS Type font software occur, the only means of correction by OPS Type and liability of OPS Type towards the licence user is repair or replacement of faulty parts of OPS Type font software. The guarantee does not extend towards OPS Type font software converted or modified by the licence user.
- 5.2 OPS Type does not give any guarantee relating to the performance, results or sales consequent to the use of OPS Type font software.
- 5.3 OPS Type has no liability to replace OPS Type font software to the user, or return the amount paid by the user, if the disfunction of OPS Type font software occurred as a result of an accident, misuse or incorrect use, or if any OPS Type product had been lost or destroyed due to theft, fire or negligence.
- 5.4 OPS Type is in no way responsible towards the licence user or any other third party for any direct, indirect, secondary or accidental damages (including damages from loss of business, cessation of trade, loss of trade information and similar), caused by incorrect use or unqualified manipulation with OPS Type font software, even if OPS Type may have been made aware of the possibility of such damages
- 5.5 Should the user breach the contract, resulting in damages to OPS Type, OPS Type will apply claims for compensation and payment for such damages.

6. Licence validity termination

- 6.1 Should the user not agree to the statutes set out in this contract for any reason, or should he or she breach any condition of this licence agreement, OPS Type reserves the right to immediately terminate the licence contract without any financial compensation. The user must then either return the OPS Type font software and all of its associated components (media, original, software copies and all associated parts) to the licence provider, or destroy them and thus cease to use them.
- 6.2 The user will inform his or her employer, or any other persons with access to OPS Type font software, copies and conditions of this OPS Type font software licence agreement, of cessation of the licence agreement, and will ensure strict adherence to the licence conditions.

7. General

- 7.1 This OPS Type font software licence agreement is governed by the laws of the European Union. The user of the OPS Type font software licence agreement confirms that he or she has read all statutes of this licence agreement, understood them and agrees to all obligations and conditions set out by this licence agreement.
- 7.2 The user furthermore agrees to inform any other persons with access to the OPS Type font software to ensure that they act in accordance with the conditions of this contract.

8. Web fonts extended licence

- 8.1 The licence for the OPS Type font software differs according to the number of views of the web pages per month. The basic licenced number of web page views is 10.000 per month. If this number is exceeded, a licence with the appropriate number of monthly web page views must be purchased.
- 8.2 Each licence is per website (one website), per domain (one domain) and not transferrable to any other website or usage. The user must not use OPS Type font software for sub-domains, whose content he or she does not administer, or which are administered by another person.
- 8.3 The OPS Type font software must not be converted by the licence user and installed in other formats for use in other media. OPS Type font software

formats for creating web content are designed solely for use in web pages, and cannot be used for printing purposes or any other forms of use.

8.4 The user must ensure that embedded OPS Type font software is sufficiently secured against any means of unauthorised extraction from web pages, or other forms of use by third parties.

9. App & e-book extended licence

9.1 Licence for one app or e-book: Each licence is per app or e-book, whether desktop or mobile. You are required to purchase a licence for each subsequent app or e-book the font software is utilised on.

9.2 Licence measurement: This licence is measured on downloads/installations of the app/e-book/PDF over all devices that the software is loaded onto (mobile phone, tablet, desktop computer or laptop). It is the responsibility of the licensee to ensure the correct figure is given to purchase the licence. Please contact us if you want to use OPS Type font software for apps or e-books.

Our Polite Society Type — Matthias Kreuzer & Jens Schildt
Amsterdam & Stockholm, last updated June 2019

Our Polite Society Type